

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **COUNTRYWIDE HOME LOANS, INC. AS ATTORNEY IN FACT FOR DEUTSCHE BANK NATIONAL TRUST COMPANY f/k/a BANKERS TRUST COMPANY OF CALIFORNIA, N.A., IN TRUST FOR THE BENEFIT OF THE HOLDERS OF AAMES MORTGAGE TRUST 2002-2 MORTGAGE PASS - THROUGH CERTIFICATES, SERIES 2002-2,** does hereby sell, convey and specially warrant unto **BRAD KNOBLAUCH AND SUZANNE R. KNOBLAUCH**, as joint tenants with full rights of survivorship and not as tenants in common, following described property located and situated in DeSoto County, Mississippi,

to-wit:

INDEXING INSTRUCTIONS: Lot 124 Sec A, Lake Forest Sub., DeSoto Co., MS

Lot 124, Section A, Lake Forest Subdivision, in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 12, Page 1, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

AD VALOREM TAXES for the year 2005 are to be prorated between Grantor and Grantee herein.

THIS CONVEYANCE is subject to all easements, restrictive covenants, and mineral reservations affecting the above described property.

WITNESS THE SIGNATURE of the Grantor, by its duly authorized officer this

12TH day of APRIL, 2005.

**COUNTRYWIDE HOME LOANS, INC. AS ATTORNEY IN FACT
FOR DEUTSCHE BANK NATIONAL TRUST COMPANY f/k/a
BANKERS TRUST COMPANY OF CALIFORNIA, N.A., IN
TRUST FOR THE BENEFIT OF THE HOLDERS OF AAMES**

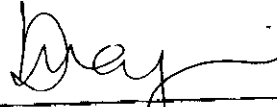
**MORTGAGE TRUST 2002-2 MORTGAGE PASS - THROUGH
CERTIFICATES, SERIES 2002-2**

BY: 

LESLIE SLATER, ASSIT. SCRETARY

STATE OF TEXASCOUNTY OF COLLIN

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, on this 12TH day of APRIL, 2005, within my jurisdiction, the within named LESLIE SLATER, who acknowledged that he/she is ASSIT. SECRETARY of **COUNTRYWIDE HOME LOANS, INC. AS ATTORNEY IN FACT FOR DEUTSCHE BANK NATIONAL TRUST COMPANY f/k/a BANKERS TRUST COMPANY OF CALIFORNIA, N.A., IN TRUST FOR THE BENEFIT OF THE HOLDERS OF AAMES MORTGAGE TRUST 2002-2 MORTGAGE PASS - THROUGH CERTIFICATES, SERIES 2002-2**, and that for and on behalf of said corporation, and as its act and deed in its said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC DELINA MWAKURIGA

My Commission Expires: 01/22/07

Grantor's Address:

7105 Corporate Drive

Plano, TX 75029

Telephone: 800-669-0103

N/A

THIS INSTRUMENT PREPARED BY:

GIDDENS & GIDDENS, Attorneys at Law

P.O. Box 8095

Jackson, MS 39204

Telephone: 601 373-4647

Grantee's Address

Brad and Suzanne R. Knoblauch

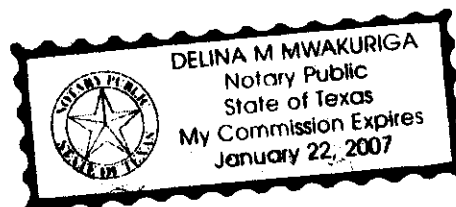
6540 S. Hickory Crest Drive

Walls, Ms. 38680

Telephone:

901-604-1614

662-357-7733



CORPORATE RESOLUTION

Be it Resolved that all officers of Countrywide Home Loans and CTC Real Estate Services, a member of Mortgage Electronic Registration Systems, Inc. (MERS) are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

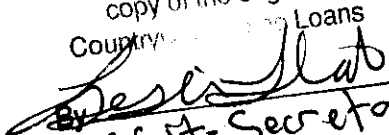
- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 10th day of December, 2001, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.



Secretary

Certified to be true and correct
copy of the original
Countrywide Home Loans


Assistant Secretary

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the agreements listed on Exhibit A attached hereto (the "Agreements"), hereby constitutes and appoints Countrywide Home Loans, Inc. (the "Servicer"), by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various noteholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Countrywide Home Loans, Inc. is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreements.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;

- d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of **January 19, 2005**.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the [Indenture]

Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of California, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused

its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 19th day of January, 2005.

Deutsche Bank National Trust Company,
formerly known as Bankers Trust Company of
California, N.A.,

as Trustee

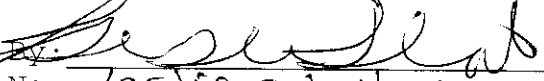
By:



Name: John Ingham

Title: Associate

Acknowledged and Agreed
Countrywide Home Loans, Inc.



Name: Leslie Slater

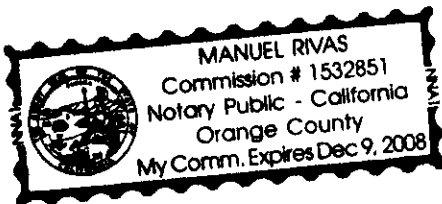
Title: Asst. Secretary

02867.001 #92035

STATE OF CALIFORNIA
COUNTY OF ORANGE

On **January 19, 2005** before me, the undersigned, a Notary Public in and for said state, personally appeared **John Ingham** of Deutsche Bank National Trust Company, as Trustee for the agreements listed on Exhibit A attached hereto, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)





Notary Public, State of California

02867.001 #92035

Exhibit A

Aames Mortgage Loan Trust 2000-1-- Pooling and Servicing Agreement, dated as of September 1, 2000, by and among the Aames Capital Corporation ("Aames") as Seller, Countrywide Home Loans, Inc. ("Countrywide"), as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2000-2-- Pooling and Servicing Agreement, dated as of December 1, 2000, by and among Aames, Countrywide, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2001-1-- Pooling and Servicing Agreement, dated as of March 1, 2001, by and among Aames, Countrywide, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2001-2-- Pooling and Servicing Agreement, dated as of June 1, 2001, by and among Aames, Countrywide, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2001-3-- Pooling and Servicing Agreement, dated as of September 1, 2001, by and among Aames, Countrywide, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2001-4-- Pooling and Servicing Agreement, dated as of December 1, 2001, by and among Aames, Countrywide, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee

Aames Mortgage Loan Trust 2002-2-- Pooling and Servicing Agreement, dated as of December 1, 2002, by and among Aames, Countrywide Home Loans Servicing LP, as Servicer, and Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., as Trustee